

Estherville CSD

UFCW #79 (Custodial)

7/1/2006 6/30/2007

**COMPREHENSIVE AGREEMENT**  
**BETWEEN THE**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**AFL-CIO, LOCAL 79C**  
  
**AND THE**  
  
**ESTHERVILLE LINCOLN CENTRAL**  
**COMMUNITY SCHOOL DISTRICT**

**FOR THE PERIOD**

**July 1, 2006**  
**through**  
**June 30, 2007**

**ESTHERVILLE, IOWA**

2006 JUL 16 AM 8:56  
LOCAL 79C  
RELATIONS BOARD

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## ESTHERVILLE LINCOLN CENTRAL COMMUNITY SCHOOL DISTRICT

### ARTICLE I - RECOGNITION

- A. The Board of Education of the Estherville Lincoln Central Community School District, Estherville, Iowa, is hereinafter referred to as the "Board" and the United Food and Commercial Workers, AFL-CIO, Local 79C, is hereinafter referred to as the "Union."
- B. The Board recognizes the Union as the exclusive bargaining representative of all custodians and maintenance employees of the employer Board at Estherville, Iowa, excluding all other employee groups, academic employees, food service employees, professional employees, administrative employees, superintendent of buildings and grounds, part-time student employees and all other employees excluded by Section 4 of the Public Employment Relations Act.

### ARTICLE II - GRIEVANCE PROCEDURE

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
- B.
  - (a) Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
  - (b) The failure of an employee (or, in the event of appeal to arbitration, the Union) to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
  - (c) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the district's educational program and/or related work activities of the grieving employee or of other employees in the Union.
- C.
  - (a) First Step  

An attempt shall be made to resolve a grievance in informal, verbal discussion between complainant and his/her administrator.
  - (b) Second Step  

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time discuss the matter with the administrator. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal written grievance at the second step must be within ten (10) days from the date of occurrence of the event giving rise to the grievance. The administrator shall make a decision on the grievance and communicate it in writing to the employee and the superintendent of schools within ten (10) days after receipt of the grievance.

(c) Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) days of the administrator's written decision at the second step a copy of the grievance with the superintendent of schools.. Within ten (10) days after such written grievance is filed, the aggrieved and the superintendent of schools or his/her designee shall meet to resolve the grievance. The superintendent of schools or his/her designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the employee and the administrator.

(d) Fourth Step.

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Union may submit, in writing, a request on behalf of the Union and the grieving employee to the superintendent of schools within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Public Employment Relations Board will be requested to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator.

Expenses for the arbitrator's services shall be borne equally by the Board and the Union.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provision of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Union and his/her decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

- D. If the Union or any employee files any claim or complaint in any form other than under the grievance procedure of this agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

### **ARTICLE III – LEAVES OF ABSENCE**

A. Professional Leave

Absence, with or without pay, to permit employees to attend meetings and/or conferences and visits of a professional nature must have the prior approval of the superintendent or his/her designee. Upon returning from professional leave, the employee may be required to submit a written or oral report to his or her supervisor and/or fellow employees. The decision on granting the leave request shall be with the superintendent or his/her designee.

B. Supplemental Leave

It is recognized that employees have professional leave obligations that may include the supervision of students. These also require the prior approval of the superintendent or his/her designee, but will be documented as Supplemental professional leave in consideration of any Professional Leave requests that an employee may wish to make.

C. Jury Duty

Employees in the District shall continue to receive their regular compensation when called for jury duty, provided that they shall remit or turn over to the School district that compensation, except for mileage reimbursement, which they receive from jury duty.

D. Bereavement Leave

Up to five days of bereavement leave per death shall be granted each year in the event of a death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, grandparent or grandchild. The same bereavement leave could also be granted each year in the event of the death of any other person who could be considered immediate family, someone who is significantly important to the employee, or for attending the funeral of a close friend or relative not a member of the immediate family. The last three designations will be at the discretion of the superintendent or his/her designee. In the event of the death of an employee or student in the school district, the immediate supervisor of said employee may grant to an appropriate number of employees sufficient time to attend the funeral. This leave is non-accumulative.

E. Association (Union) Leave

Up to six (6) days of accumulative leave shall be available for representatives of the Union to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations, with the provision that the local union shall reimburse the Board for the cost of the leave. This leave shall be reported to the superintendent no less than five (5) days in advance of the first leave day.

F. Emergency Leave

1. Two days of emergency leave may be granted each year with prior approval of the superintendent or his/her designee. A form requesting emergency leave can be secured from an employee's supervisor.
2. Additional emergency leave may be allowed for serious illness or disability in the immediate family or for good and sufficient reasons at the discretion of the superintendent or his/her designee.
3. If the immediacy of the emergency is of such nature as to preclude the completion of a leave request form, the employee shall contact his or her immediate supervisor and notify such supervisor of the need to be absent and the employee's inability to obtain prior approval of the superintendent. The immediate supervisor may give tentative approval for the use of emergency leave, with final approval by the superintendent made after the employee completes the emergency leave form.
4. Emergency leave days cannot be carried over into the following year.

G. Personal Business Leave

1. Two days of personal business leave may be granted each year with the prior approval of the superintendent or his/her designee. A form requesting Personal Business Leave can be secured from an employee's supervisor. Personal Business Leaves, approved by the district, will have the substitute paid by the district.

2. Approved requests for Personal Business Leave would include, but not necessarily be limited to taking care of business which could not be scheduled outside of regular school hours.
3. In the event that one or both days are not used in any year, those days may be carried into the following year(s) to be accumulated to a maximum of five (5) days. (Three days carried over plus two regular days.)

#### H. Family Illness Leave

1. Up to ten (10) days of accrued sick leave per year may be used for the home care of an ill family member residing in the immediate household of the employee when the employee's absence is necessary for such care.
2. Such leave to be non-accumulative and deducted from the allowance described in (1) Sick Leave or Temporary Disabilities below.
3. In the case of a spouse, parent, or child, this leave may be taken no matter where they reside.

#### I. Sick Leave or Temporary Disabilities

1. Employees are granted leaves of absence for temporary disability with full pay in accordance with the following schedule:

1 <sup>st</sup> year of employment .....	10 days
2 <sup>nd</sup> year of employment .....	11 days
3 <sup>rd</sup> year of employment .....	12 days
4 <sup>th</sup> year of employment .....	13 days
5 <sup>th</sup> year of employment .....	14 days
6 <sup>th</sup> year and subsequent years of employment .....	15 days

2. The amounts listed in (1) shall apply only to consecutive years of employment in the Estherville Lincoln Central Community School District and unused portions shall be cumulative to a maximum of 120 days.
3. Sick leave with pay, to the extent provided for in (1) above, shall be allowed by the Board whenever an employee's absence is due to temporary disability which prevents attendance at school and performance of duties on that day or days.
4. Sick leave shall be deducted from the accrued sick leave days earned by the employee.
5. An employee shall notify his/her supervisor as soon as the necessity for taking sick leave becomes known to the employee.
6. If the superintendent or his/her designee has reasonable grounds to believe that sick leave is being abused by an employee, he/she may require that employee to furnish a medical certificate from a qualified physician as evidence of temporary disability. In addition, under such circumstances, the superintendent or his/her designee may require that an employee be examined by a physician named by the superintendent or his/her designee. Such required examination will be conducted at the District's expense.
7. The superintendent or his/her designee may require an employee returning to duty after a period of sick leave to furnish a physician's statement certifying his/her ability to perform required duties.

8. An employee, while taking sick leave under these provisions, shall keep his/her supervisor informed of the duration of the disability and the expected date of the return to duty.
9. Following fifteen (15) days of absence relating to the same disability, and every fifteen (15) days thereafter for which sick leave is requested, the employee shall furnish to the superintendent a statement from a qualified physician stating that the employee's condition is such that returning to regular duties is medically inadvisable.
10. If the superintendent has reasonable grounds to believe that because of an employee's apparent physical or mental condition the employee is incapable of performing his or her assigned duties, the superintendent may require that such employee be examined by a physician named by the superintendent for the purpose of evaluating the employee's present condition as it would relate to the performance of school duties. This examination will be paid for by the district and, if necessary, the examination may be conducted during school hours, and the time involved will be considered "on duty."
11. Sick leave pay shall be approved only upon submission of a signed request upon the authorization form available from the employee's supervisor.
12. An employee who is unable to work because of a temporary disability and who has exhausted all accrued sick leave shall be granted a leave of absence without pay for the duration of such temporary disability. Provided, however, that such leave will be terminated by the District on the 30<sup>th</sup> day of June following the close of the academic year in which such leave without pay commences. In its sole discretion, the Board may grant additional periods of sick leave without pay upon written request to the Board. Such requests, however, must be made before the first of June next preceding the start of the academic year for which leave is requested. No loss of benefits or hourly rate shall occur because of such leave without pay. If an employee is on a leave of absence without pay under this provision, the date of returning to pay status may be set by the superintendent or his/her designee to assure efficient operation of the school, giving due consideration to the desires and capabilities of the employee.
13. Employees shall be given a copy of a written accounting of their accumulated sick leave at the end of each school year.
14. Sick Leave Bank
  - (a) Definition
    - (1) There will be established a sick leave bank available for employees who choose to participate by allocating one personal sick leave day to the bank.
    - (2) Use of sick leave bank days will commence upon exhaustion of all accumulated sick leave of the eligible employee, and will continue up to an additional ten (10) days, provided the illness is prolonged for more than five (5) days beyond the point that personal sick leave has been exhausted. The intervening five (5) days are unpaid days. The bank year will be the contract days of a given year.
  - (b) Participation

Participation in the bank system will be on a voluntary basis and contributions will be made in the form of one day of sick leave from the current year's allocation. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Enrollment will take place during opening workshop, but in no case later than September 15, and will entitle that person to membership for that school



year only. The employee must sign two copies of a Sick Leave Bank Form and forward them to Central Office. The form will indicate the year of the coverage and authorize the sick leave transfer to the bank. The superintendent and his/her designee will sign the forms and return one (1) copy to the employee.

(c) Unused Days in Bank

Assets of the bank will accumulate. The following year's bank will consist of the days carried over plus all contributed days for the year's participation.

(d) Use of Bank Leave Days

Use of bank leave days will be based on a per person and per day basis, e.g. everyone eligible will draw each day until total bank leave days have been exhausted.

J. Unpaid Leaves

1. Unpaid leave may be granted with Board or their designee approval when a suitable replacement is available for the following purposes:
  - (a) Educational improvement leave of up to two (2) years, with appropriate application, at an accredited college or university, reasonably related to professional responsibilities.
  - (b) Family illness for up to one (1) year for the purpose of caring of a sick or injured member of employee's immediate family.
  - (c) Parental leave, for purposes of child care, not to exceed the balance of the school year, beyond the time of medical confinement for childbirth, or for the time taken for adoption.
  - (d) Other temporary leaves for good and sufficient reasons.
2. When a leave application is rejected, the employee will be given a written notice of reason(s) promptly.
3. Upon return from an unpaid leave, the employee shall be reinstated at the rate he/she would have received had he/she not been absent.
4. An employee granted an unpaid leave of absence under 1. (a) or 1. (b) above must reaffirm his/her intention to return to the District by giving written notification to the superintendent of schools during the January preceding the commencement of the school year in which the employee intends to return.

**ARTICLE IV - INSURANCE**

A. Group Health Insurance

- (a) The board will pay the same amount per month towards the purchase of single or family coverage for group hospitalization and major medical that the Board finally agrees to pay to the Estherville Education Association.
- (b) When a man and wife are employed by the school district, they will receive two single allowances. The balance of the cost, if any, will be deducted monthly from salary payments.

- (c) Insurance coverage is not automatic. Employees who wish coverage must make application for it.
- (d) The insurance carrier, policy provisions, and coverage for the above insurance plan is to be determined by the School Board.

B. Long-Term Disability Insurance (Income Protection)

The Board will pay the full cost of long-term disability insurance coverage for employees. The insurance carrier will be determined by the School Board.

- C. The School Board will provide the full cost of a group term life insurance policy of forty thousand dollars (\$40,000) per employee. The insurance carrier will be determined by the School Board.
- D. Employees age 65 years or older will have no term life insurance or long-term disability insurance unless specifically provided by the group policy selected by the Board.

#### **ARTICLE V - SAVINGS CLAUSE**

In the event that any provisions of this agreement shall become void or illegal during the term of this agreement, such provision shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of the agreement.

#### **ARTICLE VI - HOURS**

- A. All time worked over forty (40) hours per week will be paid at one and one-half (1 ½) times the regular hourly rate, except hours worked on Sunday which will be paid at two (2) times the hourly rate. Unless it is an emergency, employees must have prior approval from the superintendent of buildings and grounds to work hours in addition to those set forth on Schedule A.
- B. Available overtime hours shall be offered to full-time employees on an equal basis over a period of time to the extent practicable. \* Except in emergencies, the supervisor of buildings and grounds will post the overtime assignments at least one week in advance when possible. All employees covered by this contract who are twelve month employees for the 2000-01 school year will continue as twelve month employees for 2003. This provision does not preclude the District from laying off employees, hiring new employees, hiring new employees as less than twelve month employees, or reducing employees with their consent to less than twelve month employees.
- C. The work year will consist of 12 weeks of 40 hours, and 40 regular weeks of 42.5 hours.
- D. Lunch periods for day personnel shall be one hour of non-paid time. Night custodians shall work 8 hours and paid for 8.5 hours, with no lunch or dinner break. Night shift hours are from 3:30 – 11:30 p.m., although hours may be adjusted according to the needs of the district or a particular building. In the event hours are being adjusted, the appropriate communication and notification shall occur.
- E. Building custodians shall not leave their assigned building during working hours except in the performance of their duties or when they are called away for emergencies.

- F. Call Out Pay: All unit members shall be paid a minimum of two hours overtime pay for all call outs. Call out work, as referred to in this paragraph, shall mean the requesting of an off duty unit member to perform work during his time off. In the event an employee works as a result of call out work for a period of less than two hours, he shall be paid for two hours of work at one and one-half times his regular hourly rate. However, if said employee shall work two hours or more, he shall be paid the rate of time and one-half for his regular rate of pay of all hours worked.

## **ARTICLE VII - VACATIONS**

- A. For purposes of computing qualifications for vacations for any employees, July 1 shall be used as the cut-off date for determining continuous time earned. When someone is to move up the scale for number of hours of vacation earned, they will do so on July 1<sup>st</sup> of the calendar year they were hired. We will use the attached schedule until July 1, 2007 for the purpose of switching vacation time earned. For any new employees, they will receive a prorated vacation from their hire date until July 1 for their first year, then be on the fiscal year vacation schedule.
- B. The Employer will endeavor to grant vacations at such time (including vacations which start and end on Tuesday, Wednesday, or Thursday) and in such quantity as is most desirable to the employees, including one day at a time, but the final determination of the vacation schedule shall rest exclusively with the employer so that the Employer may insure the orderly operation of the District. If more employees apply for vacation time than the Employer determines should be absent and the Employer must choose between more than one employee for vacation time, then seniority shall be used to make such determination provided that the Employer can insure the orderly operation of the District.
- C. The pay for each day of vacation allowed by this article shall be the employee's regular rate times the hours listed in the calendar for the week of vacation that is taken. Holidays and vacations are recognized as straight hours only (eight hour days or 40 hour weeks).
- D. The vacation allowance is not cumulative from year to year, if possible. If circumstances necessitate, up to five vacation days may be carried forward. These days should be used as soon as is practicable through mutual agreement of the employer and employee.
- E. Service requirements (continuous time earned)
- | <u>As of Employee's<br/>Anniversary Date</u> | <u>Vacation Allowance</u> |
|--|---------------------------|
| (a) Employed one year<br>but not five years. | 10 days                   |
| (b) Employed five years<br>but not ten years | 15 days                   |
| (c) Employed ten years                       | 20 days                   |
- F. All employees who resign or retire prior to employee's seniority date will receive a prorated vacation or vacation pay as per contract. Furthermore, any vacation time earned during previous year and not used during year of resignation or retirement, time will be compensated as per contract. Employee resigning or retiring will issue at least two (2) weeks prior notice by formal letter to your supervisor and the superintendent of schools in order to receive payment for any vacation time earned.

## ARTICLE VIII - WAGES

All employees covered by this agreement shall be paid as follows for the life of this contract:

SCHEDULE A			
EXPERIENCE	SCALE	CUSTODIANS	MAINTENANCE
3 Years Experience	Step 4	\$15.00	\$15.50
2 Years Experience	Step 3	\$14.00	\$15.00
1 Year Experience	Step 2	\$13.00	
Starting Wage	Step 1	\$12.00	

All employees shall be paid on the 20<sup>th</sup> of each month.

1. The salary schedule attached hereto as Schedule "A" shall be part of the contract.
2. The District will reimburse employees at the prevailing rate set by Section 79.9 of the Iowa Code for driving their personal vehicles between school facilities when such driving is required for their duties by the District. To be eligible for such reimbursement, the employee shall submit a claim on a form provided by the District for approval at the monthly school board meeting.

## ARTICLE IX - SENIORITY

- A. Seniority - Seniority means a regular full-time employee's length of service since his/her last date of hire.
- B. Probation - A new employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, the new employee shall be placed on the seniority list and seniority shall be determined from the last date of hire.
- C. Any employee shall lose all seniority rights for:
  - (a) a voluntary quit or resignation.
  - (b) discharge.
  - (c) any unexcused absence in excess of three (3) working days.
  - (d) failure to report for work upon expiration of a Leave of Absence.
  - (e) retirement.
  - (f) continuous period of layoff which exceeds eighteen (18) months.

In the event of a layoff, all unit members shall be laid off according to seniority in the inverse order of hiring - last employee hired, first employee laid off. All unit members will have recall rights up to eighteen (18) months.

In the event a full-time position is eliminated, the unit member affected can transfer to the position of any unit member with less seniority. If a unit member loses his/her position due to the elimination of a more senior unit member's position, he/she may also transfer to the position of any unit member with less seniority.

In the event a full-time position becomes vacant, the employer will post the vacant position for three (3) days. Anyone wishing to transfer to the vacant position shall make a written request for transfer to the supervisor of buildings and grounds. If an employee transfers to the open position, he or she will be allowed up to five (5) days to work the job and decide if he or she wishes to keep the new position or return to the old position.

In determining the filling of job vacancies, qualifications shall first be considered; if qualifications are equal, seniority shall determine who is awarded the vacant position.

If no person bids the vacant position within three (3) days or the person bidding is not qualified, a new employee may be hired.

Transferees from one school building to another in the same job classification will maintain their pay grade. If the transfer is to a higher job classification, however, that transferee will retain the higher pay grade based on the appropriate level wage as per Schedule A. A custodian, moving to a maintenance position, enters at Level 1 and moves to Level 2 pay as Schedule A dictates.

The District shall give an employee at least thirty (30) days notice prior to an involuntary transfer or reassignment. If the circumstances of transfer or reassignment preclude such notice, then the District shall give an employee as much advance notice as practicable.

#### **ARTICLE X - HOLIDAYS**

##### **A. Holidays**

1. All employees who are employed for twelve (12) months are paid for a regular work day for each of the following holidays: New Years Eve Day, New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, President's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve Day, and Christmas Day.
2. If a holiday falls on a non-working day, the employee is given an employer designated regular work day off with pay.
3. Pay for hours worked on any holiday shall be based on 2 times (double) the regular rate in addition to the normal holiday pay.
4. Unit members will not be charged for sick leave on the above named holidays.

#### **ARTICLE XI - UNIFORMS**

Each custodian is provided four shirts on or about August 1 of each year. The employer enters into discussion with employees on changes, but has final say on said changes and purchases of shirts.

Employees will be allowed a yearly shoe allowance of \$80.00, and a yearly trouser allowance of \$100.00.

#### **ARTICLE XII - DUES DEDUCTION**

- A. Authorization: Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the employer an assignment authorizing payroll deduction of union dues. The required authorization form is included as Exhibit A.

- B. The Union shall be responsible for notification to its members and potential members of this dues deduction privilege, and for supplying such persons with necessary forms for authorizing the deductions.
- C. The employer shall furnish annually to the Union an adequate supply of the necessary forms.
- D. Regular Deduction: Pursuant to a deduction authorization, the Employer shall deduct one twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning with the August 1 salary check and ending with the July 1 salary check of each year.
- E. Employees who join the Union after July 15 of the year in which deductions are authorized may have their dues deducted in equal amounts from the remaining salary checks for the contract year.
- F. Authorization Deadline: All assignments for twelve (12) monthly deductions or changes in deductions must be completed and filed with the business office by July 15 of the year in which deductions are authorized.
- G. Duration: Such authorization shall continue in effect from year to year unless revoked in writing by the employee by a thirty (30) day notice to the employer, or when the amount authorized for deduction is to be changed.
- H. Transmission of Dues: The employer shall transmit to the Union the total amount deducted for union dues within one (1) month following each regular pay period.
- I. The employer shall also provide the Union with a listing of the employees for who deductions were made for the August 1 salary checks. With each of the eleven (11) remaining transmittals, the employer shall attach information specifying changes to the original listing which occurred during the particular month.
- J. Indemnification: The Union agrees to indemnify and hold harmless the employer, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

### ARTICLE XIII - SAFETY

The Board will prepare, adopt and enforce a safety policy. A three (3) member employee committee selected by the Union will meet at least twice each contract with their supervisor or his/her assistant to discuss and review the Board's safety policy and its implementation. \*

### ARTICLE XIV - TIME OFF FOR UNION EDUCATIONAL FUNCTIONS

Leave of absence without pay may be granted for up to ten (10) work days per year for not more than one person per day to attend Union educational functions. Said absence must be requested at least one week in advance and approved by the superintendent of schools or his/her designee. The maximum leave any one unit member may take per year shall be five (5) days.

#### **ARTICLE XV - DEFINITION OF EMPLOYEE**

When used in this contract, with the exception of Article I, the term "employee" shall mean a person who is a twelve (12) month employee and employed at least twenty (20) hours per week.

If a person is hired on a part-time basis for a period of four (4) months or less, the part-time employee shall not be entitled to receive any benefits under this contract.

If a person is working less than twenty (20) hours per week but has been employed for more than four (4) months, he shall be entitled to a prorata share of benefits under Articles III, IV, VI, VII, VIII, XI, and XIV.

#### **ARTICLE XVI - JOB CLASSIFICATION**

In the event of reorganization of the school district or of a closing of a building or restructuring of jobs within the custodial or maintenance employees, **the impact on job classifications shall be discussed with the union before the administration shall implement any changes in the job classification.** The purpose of this discussion shall be to allow the Union an opportunity to explain how the Union feels the change in classification or restructuring will impact the custodial or maintenance employees and to allow the custodial and maintenance employees an opportunity to explain their view on the effectiveness of the proposed change.

#### **ARTICLE XVII - IN-SERVICE DAYS**

It is agreed between the parties that in-service training for the custodians is a long-range benefit to the school district. The district agrees to provide release time each year for selected members of the custodial or maintenance staff to attend training programs. The administration will attempt to rotate this among the employees so that employees have the opportunity to attend some type of in-service at least once every five (5) years.

#### **ARTICLE XVIII - HEALTH**

All members of the custodial staff shall be issued one pair of insulated coveralls, every ten ten (10) years or as needed, to be available for use of outside work.

The school district will reimburse each employee up to \$50.00 toward the cost of a physical once per two-year contract.

#### **ARTICLE XIX - DURATION**

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

SIGNATURE PAGE

United Food and Commercial  
Workers, AFL-CIO, Local 79C

By Kenneth Haisman  
This 23 day of May 2006

Board of Directors, Estherville  
Lincoln Central Board of Directors

By Richard M. Muggman  
This 23 day of MAY 2006



**EXHIBIT "A"**

**ESTHERVILLE LINCOLN CENTRAL COMMUNITY SCHOOL DISTRICT**

**AUTHORIZATON FOR DUES DEDUCTION**

I hereby authorize and direct the Estherville Lincoln Central Community School District to deduct from my wages earned or to be earned by me as your employee such sums as the Financial Secretary of Local No. 79C, United Food and Commercial Workers, AFL-CIO, may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sums as may be established from time to time by said Local Union. I authorize and direct you to deduct such amounts from my pay and to remit the same to the Local Union at such times and such manner as may be agreed upon between you and the Local Union at any time while this authorization is in effect.

This authorization for dues deduction is terminable upon thirty days written notice by me to the Estherville Lincoln Central Community School District as required by Section 20.9 of Iowa Public Employment Relations Act.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**TWELVE MONTH EMPLOYEES  
2006-2007**

12 weeks at 40 hours =		480 hours
40 weeks at 42.5 hours =		<u>1700 hours</u>
52 weeks	TOTAL HOURS	2180 hours + extra overtime

1.	Independence Day	Tuesday – July 4, 2006	8 hours
2.	Labor Day	Monday – September 4, 2006	8 hours
3.	Thanksgiving Day	Thursday – November 23, 2006	8 hours
4.	Thanksgiving Friday	Friday – November 24, 2006	8 hours
5.	Christmas Eve	Sunday – December 24, 2006	8 hours
6.	Christmas Day	Monday – December 25, 2006	8 hours
7.	New Years Eve	Sunday – December 31, 2006	8 hours
8.	New Years Day	Monday – January 1, 2007	8 hours
9.	Presidents Day	Monday – February 19, 2007	8 hours
10.	Good Friday	Friday – April 6, 2007	8 hours
11.	Memorial Day	Monday – May 28, 2007	8 hours